

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 65/26: THE ESTABLISHMENT OF A MULTIDISCIPLINARY PROFESSIONAL SERVICE PROVIDERS PANEL FOR A THREE (3) YEARS TERM ENDING 30 JUNE 2029

TENDER NUMBER: **B/SM 65/26**
DESCRIPTION: **THE ESTABLISHMENT OF A MULTIDISCIPLINARY PROFESSIONAL SERVICE PROVIDERS PANEL FOR A THREE (3) YEARS TERM ENDING 30 JUNE 2029**
CLOSING DATE: **11 May 2026**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:

Tender Specifications: Anele Mamile at 021 808 8775: e-mail: anele.mamile@stellenbosch.gov.za
SCM Requirements: Bulelwa Dolomba at 021 808 8521: e-mail: bulelwa.dolomba@stellenbosch.gov.za
Office hours for collection: 08h00-15h30

A virtual MS Teams compulsory clarification meeting will be held on Tuesday, 14 April 2026 at 12:00 pm. Prospective bidders must submit their contact details (company name, telephone number and email address(es)) by 12:00 pm on 13 Monday, April 2026. Contact details must be entered in the online MS Excel sheet available from this link: [B/SM 65/26: MS Teams Compulsory Tender Clarification Attendance Confirmation Survey – Fill out form](#). After submission, please confirm by email to Ms. Nomvuyiseko Khulela at Pmu.Assistant@stellenbosch.gov.za or call 021 808 8143, referencing the tender number and description. Submissions received after the deadline will not guarantee access to the MS Teams meeting. Tenderers who fail to attend the compulsory meeting will be regarded as non-compliant.

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered, and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with “**B/SM 65/26: THE ESTABLISHMENT OF A MULTIDISCIPLINARY PROFESSIONAL SERVICE PROVIDERS PANEL FOR A THREE (3) YEARS TERM ENDING 30 JUNE 2029**”, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows:80/20 in terms of the approved policy.

Price	80/90
B-BBEE status level of contribution	10/5
Locality	10/5
Total points for Price, B-BBEE and locality	100

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the General Conditions of Contract (General, JBCC, FIDIC, CIDB or NEC), and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R 1100.00 per document.

Note: The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 65/26: DIE STIGING VAN 'N MULT IDISSIPLINÊRE PROFESSIONELE DIENSVERSKAFFERSPANEEL VIR 'N TERMYN VAN DRIE (3) JAAR TOT EINDE VAN 30 JUNIE 2029

TENDER NOMMER: **B/SM 65/26**

BESKRYWING: **DIE STIGING VAN 'N MULT IDISSIPLINÊRE PROFESSIONELE DIENSVERSKAFFERSPANEEL VIR 'N TERMYN VAN DRIE (3) JAAR TOT EINDE VAN 30 JUNIE 2029**

SLUITINGSDATUM: **11 Mei 2026**

TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.

NAVRAE:

Tender spesifikasies: Anele Mamile by 021 808 8775: e-pos: anele.mamile@stellenbosch.gov.za

Vkb vereistes: Bulelwa Dolomba by 021 808 8521: e-pos: bulelwa.dolomba@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Virtuele verpligte rolvertolkingsvergadering oor MS Teams sal op Dinsdag 14 April 2026 om 12:00 nm gehou word. Voornemende tenderaars moet hul kontakbesonderhede (maatskappynaam, telefoonnommer en e-posadres(se)) teen 12:00 nm op 13 Maandag 2026 indien. Kontakbesonderhede moet in die aanlyn MS Excel-blad voltooi word wat beskikbaar is vanaf hierdie skakel: [B/SM 65/26: MS Teams Compulsory Tender Clarification Attendance Confirmation Survey – Fill out form](#). Na indiening, bevestig asseblief per e-pos aan Me. Nomvuyiseko Khulela by Pmu.Assistant@stellenbosch.gov.za of skakel 021 808 8143, met verwysing na die tendernommer en beskrywing. Voorleggings wat na die sperdatum ontvang word, sal nie toegang tot die MS Teams-vergadering waarborg nie. Tenderaars wat versuim om die verpligte vergadering by te woon, sal gediskwalifiseer word.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: **“B/SM 65/26: DIE STIGING VAN 'N MULT IDISSIPLINÊRE PROFESSIONELE DIENSVERSKAFFERSPANEEL VIR 'N TERMYN VAN DRIE (3) JAAR TOT EINDE VAN 30 JUNIE 2029.”**, op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid **effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	80/90
BBSEB status	10/5
Ligging	10/5
Total punte vir Prys, BBSEB en ligging	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderhewig aan die Algemene Kontrakvoorwaardes (Algemeen, JBCC, FIDIC, CIDB of NEC), asook die spesiale voorwaardes vir tendering.
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuursseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R1100.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 65/26
**THE ESTABLISHMENT OF A MULTIDISCIPLINARY PROFESSIONAL SERVICE
PROVIDERS PANEL FOR A THREE (3) YEARS TERM ENDING 30 JUNE 2029**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (refer to page 204):			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

DATE: APRIL 2026

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Anele Mamile
Project Manager
Tel. Number: **021 808 8775**



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Ms)

MUNICIPAL MANAGER



TENDER KENNISGEWING

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Verseëelde tenders duidelik gemerk: **“BSM65/26 DIE STIGING VAN 'N MULT IDISSIPLINÊRE PROFESSIONELE DIENSVERSKAFFERSPANEEL VIR 'N TERMYN VAN DRIE (3) JAAR TOT EINDE VAN 30 JUNIE 2029”** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, of “JBCC” of “FIDIC” of KIOR, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid **effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	80/90
BBSEB status	10/5
Ligging	10/5
Totale punte vir prys, B-BSEB en ligging	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC), of “JBCC” of “FIDIC” of KIOR en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
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Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-



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*terugbetaalde tenderdeelnemefooi van **R1100.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

MUNISIPALE BESTUURDER



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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	65/26	CLOSING DATE:	11 May 2026	CLOSING TIME:	12:00
DESCRIPTION	THE ESTABLISHMENT OF A MULTIDISCIPLINARY PROFESSIONAL SERVICE PROVIDERS PANEL FOR A THREE (3) YEARS TERM ENDING 30 JUNE 2029				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX (MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	6. DATE	
7. NAME AND SURNAME OF RESPONSIBLE PERSON			
8. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Anele Mamile
CONTACT PERSON	Bulelwa Dolomba	TELEPHONE NUMBER	021 808 8775
TELEPHONE NUMBER	021 808 8521	E-MAIL ADDRESS	Anele.mamile@stellenbosch.gov.za
E-MAIL ADDRESS	Bulelwa.dolomba@stellenbosch.gov.za		



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR SUBMITTED ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

NAME AND SURNAME

.....

DATE

.....



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PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Clarification/Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 5 - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDDING POINTS FOR LOCALITY)	Yes	No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed? (If applicable)	Yes	No	
Declaration and Commitment on Work Categories	Yes	No	
Schedule of Tenderer's Experience	Yes	No	
Key Personnel Experience and Registration	Yes	No	
Curriculum Vitae of Key Personnel	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	



3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

Virtual meetings declaration:

I / We*, the undersigned, certify that I / we* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I / we* am / are* submitting this Tender and have, as far as practicable, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO			
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

*For all compulsory virtual teams meetings, bidders who fail to provide their contact details 48 hours prior to the virtual teams meeting, may be regarded as **non-compliant***



4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

OR

2. COMPANIES AND/OR CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



OR

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

OR

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

 authorized signatory of the Company/Close Corporation/Partnership (name) _____
 _____, acting in the capacity of lead partner, to sign
 all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



6. TENDER DATA

The **Standard Conditions of Tender** are as published in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contract, August 2019.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

C.1.1 *Add the following:* The Employer is: Stellenbosch Municipality.

C.1.2 *Add the following:*

The documents form part of this tender:

- The Standard Professional Services Contract (July 2009, Third Edition of CIDB document 1014), published by the Construction Industry Development Board, is applicable to this Contract.

This tender document issued by the Employer comprises the following:

- Tender notice & invitation to tender.
- PART A – administrative requirements in terms of the supply chain management policy
- PART B – Specifications and Pricing Schedule

C.1.4 *Replace Clause C.1.4 in its entirety with the following:*

Communication

Each communication between the Employer and a tenderer shall be to or from the Employer only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's representatives are stated in the tender data and below.

Supply Chain and administrative queries may be directed to:

Name: Ms Bulelwa Dolomba

Telephone: 021 808 8521

Email: Bulelwa.dolomba@stellenbosch.gov.za

Technical queries may be directed to:

Name: Mr Wade van der Merwe

Telephone: 021 808 8747

Email: Wade.Vandermerwe@stellenbosch.gov.za

And,

Name: Mr. Anele Mamile

Telephone: 021 808 8775



Email: Anele.Mamile@stellenbosch.gov.za

C.1.6.1 *Replace Clause C.1.6.1 General with the following:*

All tenderers that have met the pre-qualification criteria will be further evaluated on price and preference. Through the municipal bid adjudication process, successful tenderers will be admitted to a panel and placed in one or more of the categories.

Consultants on the panel (and within the applicable discipline or work category), will be requested to submit the information by the stipulated due date. A work assignment or project specific further prequalification evaluation will be carried out to ascertain whether adequate experience and resources are available to successfully complete the individual assignment.

Only consultants who fully comply and satisfy the requirements of the work assignment or project specific prequalification requirement will be considered for the individual assignment sent out to qualifying consultants in the panel. The consultant's preferential points and pricing, as adjudicated will then be considered for allocation of the individual work assignment.

C.1.6.2 A competitive negotiation procedure will not be followed.

C.1.6.3 A two – envelope procedure will not be followed.

C.2.1.1 *Add to Clause C2.1.1*

Tenderers will be eligible for consideration onto the panel only if they full satisfy all pre-qualifying or eligibility requirements as stated below under this paragraph and submit fully completed returnable schedules with all required supporting information for each work category bidding for. Failure to comply will result in disqualification and exclusion of the Tenderer from the panel of Professional Service Providers.

Only companies that employ, on a full-time basis, professionally registered and suitably competent personnel for the relevant disciplines will be considered. The Municipality requires formal confirmation that all proposed key professionals are permanent employees and not subcontracted for tender purposes. Appointments to the panel will be made per discipline, and bidders may submit proposals only in categories where they have the requisite in-house capability. If any proposed key personnel become unavailable at the time of appointment for a specific work assignment, the service provider must replace them with key personnel of equivalent qualifications, experience, and professional standing.

Key personnel are expected to operate from the local office and execute assignments in accordance with the requirements of each Work Assignment. For each Work Assignment the Tenderer will be required to submit the full team assigned to the specific Work Assignment/ project. The detailed company and key personnel requirements are outlined in the table below.

The minimum experience and key personnel requirements are intended solely to establish baseline technical capability for appointment to the panel and do not represent an assessment of suitability for any specific project or work assignment. Final appointments will be project-specific and subject to further evaluation.

Tenderers are required to fully complete all the relevant returnable schedules to this section and provide signed reference letters for company experience, key personnel detailed CV's and proof of professional registration for each Work



Category tendered for.

Table: Compulsory Company Experience and Key Personnel Requirements

No.	Category	Minimum Company Project Experience	Minimum Registered Key Personnel	Combined Minimum Relevant Work Experience of Key Personnel After Professional Registration
A				
Civil Engineering (General)				
A1	Projects up to R100 million	A minimum of 5 projects involving the planning, design, and implementation of civil engineering works, executed and completed within the past 10 years, each with a value up to R100 million. Signed reference letters for these projects must be attached.	A minimum of 2 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists. Of these, 1 must be a Professional Civil Engineer.	A minimum of 15 years of experience in civil engineering project design and contract administration
A2	Projects: R100m to R500m	A minimum of 5 projects involving the planning, design, and implementation of civil engineering works, executed and completed within the past 10 years, each project with a value exceeding R100 million. Signed reference letters must be attached.	A minimum of 3 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists. Of these, 1 must be Professional Civil Engineers.	A minimum of 20 years of experience in civil engineering project design and contract administration,.
A3	Projects: R500m and above	A minimum of 5 projects involving the planning, design, and implementation of civil engineering works, executed and completed within the past 10 years, each project with a value exceeding R500 million. Signed reference letters must be attached.	A minimum of 4 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists. Of these, 2 must be Professional Civil Engineers.	A minimum of 30 years of experience in civil engineering project design and contract administration
B				
Civil Engineering (Specialising in Structural Engineering)				
B1	Projects up to R100 million	A minimum of 5 projects involving the planning, design, and implementation of structural engineering works, executed and completed within the past 10 years, each with a value up to R100 million. Signed reference letters for these projects must be attached.	A minimum of 2 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists, specialising in structural engineering. Of these, 1 must be a Professional Civil Engineer specialising in structural engineering.	A minimum of 15 years of experience in structural engineering project design and contract administration.
B2	Projects: R100m to R500m	A minimum of 5 projects involving the planning, design, and implementation of structural engineering works, executed and completed within the past 10 years, each project with a value exceeding R100 million. Signed reference letters must be attached.	A minimum of 3 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists, specialising in structural engineering. Of these, 1 must be Professional Civil	A minimum of 20 years of experience in structural engineering project design and contract administration.



No.	Category	Minimum Company Project Experience	Minimum Registered Key Personnel	Combined Minimum Relevant Work Experience of Key Personnel After Professional Registration
			Engineers specialising in structural engineering.	
B3	Projects: R500m and above	A minimum of 5 projects involving the planning, design, and implementation of structural engineering works, executed and completed within the past 10 years, each project with a value exceeding R500 million. Signed reference letters must be attached.	A minimum of 4 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists, specialising in structural engineering. Of these, 1 must be Professional Civil Engineers specialising in structural engineering.	A minimum of 30 years of experience in structural engineering project design and contract administration
C	Civil Engineering (Specialising in Water & Wastewater)			
C1	Projects up to R100 million	A minimum of 5 projects involving the planning, design, and implementation of Water & Wastewater engineering works, executed and completed within the past 10 years, each with a value up to R100 million. Signed reference letters for these projects must be attached.	A minimum of 2 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists, specialising in water and wastewater engineering. Of these, 1 must be a Professional Civil Engineer specialising in this field.	A minimum of 15 years of experience in water and wastewater engineering project design and contract administration.
C2	Projects: R100m to R500m	A minimum of 5 projects involving the planning, design, and implementation of Water & Wastewater engineering works, executed and completed within the past 10 years, each project with a value exceeding R100 million. Signed reference letters must be attached.	A minimum of 3 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists, specialising in water and wastewater engineering. Of these, 1 must be Professional Civil Engineers specialising in this field.	A minimum of 20 years of experience in water and wastewater engineering project design and contract administration.
C3	Projects: R500m and above	A minimum of 5 projects involving the planning, design, and implementation of Water & Wastewater engineering works, executed and completed within the past 10 years, each project with a value exceeding R500 million. Signed reference letters must be attached.	A minimum of 4 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists, specialising in water and wastewater engineering. Of these, 1 must be Professional Civil Engineers specialising in this field.	A minimum of 30 years of experience in water and wastewater engineering project design and contract administration.
C4	Water and Wastewater Services - Planning	A minimum of 5 projects involving the planning of water and wastewater engineering works, executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists, specialising in water and wastewater engineering. Of	A minimum of 15 years of experience in water and wastewater engineering planning projects.



No.	Category	Minimum Company Project Experience	Minimum Registered Key Personnel	Combined Minimum Relevant Work Experience of Key Personnel After Professional Registration
			these, 1 must be Professional Civil Engineers specialising in this field.	
D	Civil Engineering (Specialising Transportation, incl. Traffic Engineering)	A minimum of 5 projects involving the planning, design, and implementation of transportation (including traffic) engineering works, executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists, specialising in transportation/ traffic engineering. Of these, 1 must be a Professional Civil Engineer specialising in this field.	A minimum of 15 years of experience in transportation/ traffic engineering project design and contract administration.
E	Civil Engineering (Specialising Dams, Weirs & Dam Safety)	A minimum of 5 projects involving the planning, design, and implementation of dam or weir engineering works, executed and completed within the past 10 years. Signed reference letters for relevant dam safety projects must be attached.	i) A minimum of 2 persons registered with ECSA as Professional Civil Engineers and/or Professional Civil Engineering Technologists, with relevant experience. Of these, 1 must be a Professional Civil Engineer. (ii) Additionally, one person must be listed by the National Department of Water and Sanitation as an Approved Professional Person (APP) for Dam Safety, per Regulation 35.	A minimum of 15 years of experience in dam/weir engineering project design and contract administration.
F	Electrical Engineering			
F1	Electrical Engineering Services- High and Medium Voltage			
F1(a)	Projects up to R100 million	A minimum of 5 projects involving the planning, design, and implementation of High and Medium Voltage Electrical engineering works, executed and completed within the past 10 years, each project with a value up to R100 million. Signed reference letters for these projects must be attached.	A minimum of 2 persons registered with ECSA as Professional Electrical Engineers and/or Professional Electrical Engineering Technologists. Of these, 1 must be a Professional Electrical Engineer specialising in this field.	A minimum of 15 years of experience in planning, design, and implementation of High and Medium Voltage Electrical engineering works.
F1(b)	Projects: R100m to R500m	A minimum of 5 projects involving the planning, design, and implementation of High and Medium Voltage Electrical Engineering works, executed and completed within the past 10 years, each project with a value exceeding R100 million.	A minimum of 3 persons registered with ECSA as Professional Electrical Engineers and/or Professional Electrical Engineering Technologists. Of these, 1 must be Professional Electrical Engineers specialising in this field.	A minimum of 20 years of experience in planning, design, and implementation of High and Medium Voltage Electrical engineering works.



No.	Category	Minimum Company Project Experience	Minimum Registered Key Personnel	Combined Minimum Relevant Work Experience of Key Personnel After Professional Registration
		Signed reference letters must be attached.		
F1(c)	Projects: R500m and above	A minimum of 5 projects involving the planning, design, and implementation of High and Medium Voltage Electrical Engineering works, executed and completed within the past 10 years, each project with a value exceeding R500 million. Signed reference letters must be attached.	A minimum of 4 persons registered with ECSA as Professional Electrical Engineers and/or Professional Electrical Engineering Technologists. Of these, 1 must be Professional Electrical Engineers specialising in this field.	A minimum of 30 years of experience in planning, design, and implementation of High and Medium Voltage Electrical engineering works.
F2	Electrical Engineering Services - Low Voltage Reticulation	A minimum of 5 projects involving the planning, design, and implementation of electrical engineering services in Low Voltage executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 persons registered with ECSA as Professional Electrical Engineers and/or Professional Engineering Technologists. Of these, 1 must be a Professional Electrical Engineer.	A minimum of 15 years of experience in planning, design, and implementation of High and Medium Voltage Electrical engineering works.
F3	Electrical Engineering Services-Planning	A minimum of 5 projects involving the planning of electrical engineering services in Planning executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 persons registered with ECSA as Professional Electrical Engineers and/or Professional Engineering Technologists. Of these, 1 must be a Professional Electrical Engineer.	A minimum of 15 years of experience in planning of electrical engineering services.
G	Architectural	A minimum of 5 projects involving the planning, design, and implementation of architectural works, executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 person registered with SACAP as a Professional Senior Architectural/ Architectural Technologist and/ or Professional Architectural Technologist	A minimum of 10 years of experience in architectural projects.
H	Quantity Surveying	A minimum of 5 projects involving quantity surveying works on infrastructure projects, executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 persons registered with SACSQP as Professional Quantity Surveyor and/ or Professional Quantity Surveying Technologist.	A minimum of 15 total years of experience in quantity surveying for infrastructure projects.
I	Town & Regional Planning	A minimum of 5 projects involving town planning works (e.g., land development, spatial planning, urban design, policy frameworks), executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 persons registered with SACPLAN as Professional Planner and/ or Technical Planner.	A minimum of 15 years of experience in town planning.



No.	Category	Minimum Company Project Experience	Minimum Registered Key Personnel	Combined Minimum Relevant Work Experience of Key Personnel After Professional Registration
J	Land Surveying	A minimum of 5 projects involving land surveying works, executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 persons registered with SAGC as Professional Land Surveyors.	A minimum of 15 total years of experience in land surveying.
K	Solid Waste Management Services	A minimum of 5 projects involving land surveying works, executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 persons registered with ECSA as Professional Civil Engineers or Engineering Technologists and/ or Professional Natural Scientist under the SACNASP. Of these, 1 must be a Professional Civil Engineers or Engineering Technologists.	A minimum of 15 total years of experience in solid waste management.
L	Solid Waste Management Services - Planning	A minimum of 5 projects involving land surveying works, executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 persons registered with ECSA as Professional Civil Engineers or Engineering Technologists and/ or Professional Natural Scientist under the SACNASP.	A minimum of 15 total years of experience in solid waste management planning.
M	Project Management Services	A minimum of 5 projects involving land surveying works, executed and completed within the past 10 years. Signed reference letters must be attached.	A minimum of 2 persons registered as at least Pr.CPM under the South African Council for the Project and Construction Management Professions (SACPCMP).	A minimum of 15 total years of experience in Project Management.

C.2.7 A virtual MS Teams compulsory clarification meeting will be held on Tuesday, 14 April 2026 at 12:00 pm. Prospective bidders must submit their contact details (company name, telephone number and email address(es)) by 12:00 pm on 13 Monday, April 2026. Contact details must be entered in the online MS Excel sheet available from this link: [B/SM 65/26: MS Teams Compulsory Tender Clarification Attendance Confirmation Survey – Fill out form](#). After submission, please confirm by email to Ms. Nomvuyiseko Khulela at Pmu.Assistant@stellenbosch.gov.za or call 021 808 8143, referencing the tender number and description. Submissions received after the deadline will not guarantee access to the MS Teams meeting. Tenderers who fail to attend the compulsory meeting will be regarded as non-compliant.

C.2.9 *Replace clause C.2.9.2:*
Professional indemnity insurance
 Proof of Professional Indemnity Insurance is not required at tender stage. The Consultant must provide proof that the necessary insurance is in place when being considered for an individual assignment. The extent of the Professional Indemnity Insurance required will be specific to an individual assignment.

C.2.12 *Replace clause C.2.12 with:* Alternative tenders offers are not applicable.

C.2.13.2 *Replace clause C.2.13.2 with:*



1. Documents may only be completed in non-erasable ink.
2. The use of correction fluid/tape is not allowed.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. Alterations or deletions not signed by the Tenderer may render the tender invalid.
5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)

C.2.13.4 *Add to clause C.2.13.4:*

Certificate of Authority for Joint Ventures and the Joint Venture Agreement must be completed and submitted as part of the bid documents.

1. No amendments to Joint Venture Agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
2. Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
3. All members of the Joint venture must submit, with the bid documents:
 - a valid tax clearance certificate or SARS tax pin, individually;
 - an agreement that clearly provides clarity of Profit and liability sharing; and
 - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint Venture agreement.

C.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Stellenbosch Municipality
 Plein Street
 Stellenbosch

Tender Identification details: **B/SM65/26 THE ESTABLISHMENT OF A MULTIDISCIPLINARY PROFESSIONAL SERVICE PROVIDERS PANEL FOR A THREE (3) YEARS TERM ENDING 30 JUNE 2029**

C.2.13.9 *Replace clause C.2.13.9 with:* Mailed, telephonic, telegraphic, telex, facsimile, emailed or electronic tender offers will not be accepted.

C.2.15.1 *Add to clause C.2.15.1:* The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Any Tender received after the appointed time for the closing of tenders will not be considered and will be filed unopened with the other tenders received or returned to the Tenderer at his/her request. Sealed tenders, with the "**Tender Number and Title**" clearly endorsed on the envelope, must be deposited in the **tender box**.

The tender must be lodged by the Tenderer in the tender box in the **Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch Tenders** that are deposited in the incorrect box will not be considered.

C.2.16.1 *Add to clause C.2.16.1:* Tender offer validity period is 180 days.

C.2.20 *Add to clause C.2.20:*

Professional indemnity insurance

Proof of Professional Indemnity Insurance is not required at tender stage. The Consultant must provide proof that the necessary insurance is in place when being considered for an individual assignment. The extent of the Professional Indemnity Insurance required will be specific to the requirement of an individual assignment.

**C.2.23**

Add to clause C.2.23:

The Tenderer must complete and submit all forms and certificates contained in this Tender. The tenderer must also submit with this tender all requirements as stated in these forms and certificates, as listed below:

1. Tender Details
2. Authority to Bid form
3. Certificate of Authority for Joint Venture
4. MBD 2 Tax Clearance Certificate Requirements
5. MBD 4 Declaration of Interest
6. MBD 5 Declaration for Procurement above R10 Million
7. MBD 6.1 Preference Points Claim Form
8. MBD 8 Declaration of Bidders Past Supply Chain Management Practices
9. MBD 9 Certificate of Independent Bid Determination
10. MBD10 Certificate for Payment of Municipal Services
11. Eligibility Criteria or Pre-Qualifying Conditions
12. Form of Offer and Acceptance
13. Declaration by Tenderer
14. Occupational Health and Safety Agreement

C.3.4.1

Add to clause C.3.4.1:

Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.

C.3.7

Add to clause C.3.7

, or provided false or misleading information during the tender process.

C.3.8.2

Add the following points to clause C.3.8.2:

- d) The Tenderer does not comply with the required criteria as specified in C.2.1.1 above;
- e) The tenderer who has failed to submit the contact details as specified in C.2.7 above.
- f) The tenderer has not attended the virtual clarification meeting
- g) The Tenderer failed to submit additional information when requested by the due date;
- h) The Tenderer has submitted false or incomplete information, with respect to the pre-qualifying conditions.

C.3.11.1

Add to clause C.3.11.1:

The procedure for the evaluation of responsive Tenders is Method 2.

Preference points must be claimed in terms of the preferential procurement Regulations 2022 – Purchases / Services 80/20. Form MBD 6.1 must be completed and submitted for the purpose of obtaining preference points. Should the MBD 6.1 not be completed and submitted, the tenderer will forfeit the points allocated in terms of these specific goals.

Tenderers are required to complete and submit information in accordance with the pre-qualification or eligibility requirement for admission onto the panel. The pre-qualification returnable schedules must be completed in full, where incomplete schedules are submitted, or false information provided, tenderers may be disqualified.

The following pre-qualifying conditions are applicable:



1.	Selection of at least one Work Category the tenderer is tendering for in the table under “Declaration and Commitment on Work Categories”, under Part B of the tender document.
3.	Tenderer’s relevant experience as described under the Tender Data, section C.2.1.
2.	Tenderer’s Key Personnel Experience and Professionals Registration as described under the Tender Data, section C.2.1.

For detailed Eligibility Criteria, please refer to the Tender Data, section C.2.1.

The Municipality endeavours to appoint tenderers who have experiences and internal staff who specialise in categories listed below. Consultants are therefore required to select from the list below, one or more of the following categories.

INDICATE WITH A “√” THE WORK CATEGORY/CATEGORIES OF SERVICES FOR WHICH ARE TENDERED (MORE THAN ONE CATEGORY MAY BE SELECTED). THE WORK CATEGORIES ARE LISTER UNDER PART B – SPECIFICATIONS AND PRICING SCHEDULE - DECLARATION AND COMMITMENT ON WORK CATEGORIES

C3.13.1

Add to clause C3.13.1 the following:

- g) The tenderer has submitted an original valid Tax Clearance Certificate or PIN number issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- h) The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- i) The Tenderer has not:
 - (i) abused the Employer’s Supply Chain Management System; or
 - (ii) failed to perform on any previous contract and has been given a written notice to this effect;
- j) The Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- k) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- l) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender

C4 Add Clause C4 Additional Conditions of Tender:

- C4.1 Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
- C4.2 The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- C4.2.1 Tenders that are deposited in the incorrect box will not be considered.
- C4.2.2 Mailed, telegraphic or faxed tenders will not be accepted.
- C4.2.3 Documents may only be completed in non-erasable ink.



C4.2.4 The use of correction fluid/tape is not allowed.

C4.2.4.1 In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

C4.2.4.2 Alterations or deletions not signed by the Tenderer may render the tender invalid.

C4.2.5 All bids must be submitted in writing on the official forms supplied (not to be re-typed)

C4.2.6 All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.

C4.3 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

C4.3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

C4.3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.

C4.4 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

C4.5 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.

C4.6 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.

C4.7 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; alternatively;

C4.7.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

C4.7.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

C4.8 Negotiations for a fair market related price

C4.8.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

C4.9 This bid will be evaluated and adjudicated according to the following criteria:

C4.9.1 Relevant specifications

C4.9.2 Value for money

C4.9.3 Capability to execute the contract

C4.9.4 PPPFA & associated regulations

C4.10 Service Level Agreement

The award of the tender (for each work assignment) is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.



C4.11 Inclusion as a standard clause in the tender specification documents where any asset is constructed (delete whichever is not applicable)

On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

Where a tender/ project runs over more than one financial year (therefore not concluded by 30 June of a year) the following provision must be included in the consultant's project management agreement – it therefore forms part of the consultant's responsibilities:

Inclusion in contract with consultants

If construction/ contract is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

C4.12 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralized Supplier Database No. MAAA_____.



7. STANDARD CONDITIONS OF TENDER (CIDB)

Annex C (normative)

Standard Conditions of Tender

As contained in Annex C of Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019,
CIDB

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:



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- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.



C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including



the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.



C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address



and identification details stated in the tender data, as well as the tenderer's name and contact address.

- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.



Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The Employer's Undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:



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- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
 - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
 - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate pre of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.



C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the



prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer’s obligations in submitting a tender and the employer’s undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.



C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.



C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



8. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2. a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.2. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.5. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



- 8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. Spare parts

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.



19. Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.



- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



26. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices.

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



9. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract (or company turnover) will exceed R1 000 000, 00 (R1 million) it is the bidder’s responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances. The TOTAL price tendered will remain fixed.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY.
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market-related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10 Inclusion as a standard clause in the tender specification documents where any asset is constructed (delete whichever is not applicable)

On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

Where a tender runs over more than one financial year (therefore not concluded by 30 June of a year) the following provision must be included in the consultant's project management agreement – it therefore forms part of the consultant's responsibilities:

Inclusion in contract with consultants

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

11 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Assistance with CSD Registration can be provided by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



10. SPECIAL CONDITIONS OF CONTRACT

The Standard Professional Services Contract (July 2009, Third Edition of CIDB document 1014), published by the Construction Industry Development Board, is applicable to this Contract.

Copies of these Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za.

The following supporting specifications forms part of the contract document:

1. DEFINITIONS

Parties:

The Employer is the Stellenbosch Municipality.

Technical queries may be directed to:

Name: Mr. Wade van der Merwe

Telephone: 021 808 8747

Email: Wade.Vandermerwe@stellenbosch.gov.za

Name: Mr. Anele Mamile

Telephone: 021 808 8775

Email: Anele.Mamile@stellenbosch.gov.za

3. GENERAL

Add to Clause 3.5:

The location for the performance of the services shall be within the Stellenbosch Municipal Area. No specific site information will be given in this section as specific work packages will be allocated to successful bidders.

Add to Clause 3.6:

The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

Add to Clause 3.12.1:

The penalty for failing to complete any stage or deliverable(s) of the project as defined in the individual Work Assignment, will be equal to the portion of the fee payable for that stage or the specific or deliverable(s), plus any additional cost the Employer may have in order to have the stage completed. The maximum amount will be equal to the portion of fee payable when, failing to complete, any 2 stages of the project.

Add to Clause 3.15:

The Programme shall be submitted within 14 days of award of an assignment.

Add to Clause 3.16.2:

Where applicable, the base date for adjustment of the fees shall be the closing date of submission of tenders of specific work assignment. Indices published by Statistics South Africa (Stats SA), specifically the headline CPI "all items" index (P0141) shall be used.



5. SERVICE PROVIDERS OBLIGATIONS

Add clause 5.1.3

The Service Provider must ensure that the Occupational Health and Safety Agreement is valid and in place before appointment of an Individual Assignment. Appointments cannot be made where the Occupational Health and Safety agreement is not in place.

Add clause 5.1.4

Consultants and their work must abide to the Code of Conduct, Board Notice 41 of 2017, by the Engineering Council of South Africa, as per the respective Profession Act. As such, the actions and work performed by consultants must result in projects that will work (and perform its function) as was required, originally per scope of tender or as altered thereafter with the approval of the Municipality. Consultants must ensure that all designs, measures and material chosen will perform as expected (by the Municipality) and as per the current prevailing local conditions. The completed project must perform as required and within the particular conditions, (including known political conditions) within and around the Municipality. The Consultants will take responsibility that the project will perform as required within such conditions. Consultants will take full responsibility for any design faults or misperceptions resulting in a project not performing as specified and will be held liable if such requested specification and operations are not achieved.

Add clause 5.1.5

The Municipality will not be held liable for any claims whatsoever, arising due to errors made by the appointed Consultant in their execution of their duties, their overall Design, their Bill of Quantities, Specifications, Construction Monitoring, Site Supervision and any Legislative requirements and/or approvals not complied to.

Add to clause 5.4.1

The Service Provider shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least twice the fee amount provided for each assignment in respect of a claim, without limit to the number of claims. The Bidder must provide proof of such insurance to the Employer 's Representative within 14 (fourteen) days after the notification of acceptance of the Assignment.

For projects that have significant impacts, the Municipality may request additional Professional Indemnity. Such projects may therefore have additional Professional Indemnity requirements that will be determined by the Municipality when the scope of works is compiled.

Add to clause 5.5

The Service Provider is required to obtain the Employer 's prior approval in writing before taking any of the following actions:

- Appointment of a subcontractor/ subconsultant that did not form part of the tender.
- Execution of additional services.
- Incurring of recoverable expenses not included in the Pricing Schedule.
- Nominating the Engineer's Representative and site staff for construction monitoring.
- Delegation of Engineer's authority.
- The issuing of Variation Orders.
- Suspend the progress of the works.
- Ruling on a contractor's claim.



8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

Replace clause 8.1

The Service Provider shall commence with the performance of the services within 10 days after the acceptance of the Letter of Appointment. Consultant's performance will be evaluated on a monthly basis. Poor performance may result in cancellation of appointment. Consultant will also be required to signed a Service Level Agreement (SLA) for each individual assignment.

The period of performance shall be the approved duration of the Individual Assignment, where the individual assignment / project duration overruns and continues after the expiry date of this tender, the contract shall be concluded when the service provider has completed all deliverables in accordance with the Scope of Work.

Addition to clause 8.4.3(c)

The period of suspension under clause 8.5 is not to exceed 90 days.

Add clause 8.4.6

Where a project has been awarded on the strength of the information furnished by the consultant which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, terminate the award and recover from the consultant as far as possible all costs, losses or damages incurred or sustained by the Municipality as a result of the appointment under this contract.

12. RESOLUTION OF DISPUTES

Replace clause 12.1

Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

If the parties cannot reach an agreement, the Mediator must refer the matter to Arbitration.

Replace clause 12.4

Arbitrator will be appointed by mutual agreement as per the provisions of the Arbitration Act of 1965 as amended, nominated from the Association of Arbitrators (Southern Africa).

The Arbitrator must be a legal practitioner with more than 10 years legal experience. Must have a good knowledge of the Municipal Finance Management Act and other relevant Municipal Legislation, and may



in addition, be qualified in respect of the main nature of the Contract (Engineer, Quantity Surveyor, Accountant, etc.).

The Arbitrator shall hear arguments both in writing and oral representations and parties shall have the right to contend the position of the other party and shall have the right to defend its own position.

The ruling of the Arbitrator shall be executed, but the matter may thereafter be defended in court if parties still do not agree.

13. LIABILITY

Clause 13.1.3

All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of twice the amount of their professional fees.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

Add Clause 14.5

Should the tender prices be higher than the available funds, the Municipality reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

15. ADDITIONAL CONDITIONS OF CONTRACT

- 15.1 The Municipality would endeavour to achieve a degree of equity among the listed consultants.
- 15.2 In an endeavour to promote fairness and transparency, consultants must submit proposals for all requests for technical proposals received, should a consultant:
- fail to submit a proposal when requested.
 - submit botched proposal.
 - submit proposals after the due date.
- Detailed reasons must be provided. The Municipality will evaluate the reasons provided - to determine whether the reasons can be deemed valid or not. A consultant may forfeit a work opportunity (and only be eligible again once all other qualifying consultants, within the relevant category, have been allocated assignments), should the reasons provided not be deemed valid.
- 15.3 Work Assignments may be allocated at the discretion of the Municipality. For example, to assignments could be allocated to a consultant on the panel in order to promote continuity where the consultant has had been involvement in previous work associated with the assignment. Assignments may not necessarily be awarded to all consultants included on the panel.
- 15.4 The Municipality reserves the right to appoint professional Consultant, through other procurement means, without making use of the results of this tender, whether such projects could be construed as falling within the ambit of this tender or not.
- 15.5 The compilation of the scope of works and the accompanying services required by the Consultant must align with the project stage deliverables as described in the latest Guidelines for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) or relevant Profession Act, as well as Annexure A of the Local Government Framework for Infrastructure Delivery and Procurement Management (most recent publication) or the relevant legislation.



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15.6 The period of performance shall be the approved duration of the project, where the project duration overruns and continues after the expiry date of this tender, the contract shall be concluded when the service provider has completed all deliverables in accordance with the Scope of Work.



11. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative				
3.2.	Identity Number				
3.3.	Position occupied in the Company (director, shareholder ² etc.)				
3.4.	Company Registration Number				
3.5.	Tax Reference Number				
3.6.	VAT Registration Number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

¹ MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
 b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



12. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				

CERTIFICATION

I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			



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13. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20 OR 90/10

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2025/2026

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and any other applicable preference

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2
- a) The value of this bid is estimated to **exceed /not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 (delete whichever is not applicable for this tender) preference point system shall be applicable; or

- 1.3 Points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contributor. and
 - (c) Locality of supplier

- 1.4 The maximum points for this bid are allocated as follows:

	POINTS	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	5
LOCALITY (See definitions)	10	5
Total points for Price, BBEE and Locality (must not exceed 100)	100	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at



any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;



5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference System	Number of Points for Preference System
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5.5 A tenderer must submit proof of its BBEE status level contributor.

5.6 A tenderer failing to submit proof of BBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for Preference System	Number of Points for Preference System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0



6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution and/or Locality must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Business Address -

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached)

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		



Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as



indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor/Locality points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)
(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a **Member / Director / Owner (Select one)** of the following enterprise and am duly authorised to act on its behalf: **NB!**

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”



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Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the Revenue was R10,000,000.00 (Ten Million Rands) or less **NB!**
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the



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prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths
 Signature & stamp
 Date:

EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89



14. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



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4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



15. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



16. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement or sworn affidavit must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

Signature	Position	Date



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17. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



18. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____ /20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



PART B – SPECIFICATIONS AND PRICING SCHEDULE



19. PRE-QUALIFICATION REQUIREMENTS

*** Proof of Contactable References is required, as indicated below, and must accompany each proposal, if not it will be regarded as non-responsive.**

Please refer to the Tender Data for pre-qualification or eligibility criteria.

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



20. DECLARATION AND COMMITMENT ON WORK CATEGORIES

1. Declaration and Commitment

We hereby confirm that the resources proposed in this submission will be made available to the Employer for the full duration of the Contract and any subsequent Work Assignment arising therefrom.

In the event that any personnel whose CVs were submitted as part of this tender are no longer available at the time a Work Assignment is awarded, we undertake to provide suitably qualified, experienced, and professionally registered replacements. Such replacements will be subject to the Employer's approval.

We further declare that our Company possesses the requisite experience, expertise, and competent personnel to deliver the Professional Services described herein. All supporting evidence and documentation relevant to the categories listed in the table below for which we seek consideration under this Contract Agreement have been duly submitted.

WORK CATEGORIES:

Bidders are required to indicate the service(s)/ category they are bidding for by ticking the applicable box(es). Bidders may submit bids for one or more categories listed and will be evaluated only on the category or categories they select.

Number	Category	Mark Category Tendering for (✓)
A	Civil Engineering (General)	
A1	Projects with a total value of up to R100 million	
A2	Projects with a total value of R100 million up to R500 million	
A3	Projects with a total value of R500 million and above	
B	Civil Engineering (Specialising in Structural Engineering)	
B1	Projects with a total value of up to R100 million	
B2	Projects with a total value of R100 million up to R500 million	
B3	Projects with a total value of R500 million and above	
C	Civil Engineering (Specialising in Water and Wastewater)	
C1	Projects with a total value of up to R100 million	
C2	Projects with a total value of R100 million up to R500 million	
C3	Projects with a total value of R500 million and above	
C4	Water and Wastewater Services - Planning	
D	Civil Engineering specialising in Transportation (incl. Traffic Engineering)	
E	Civil Engineering specialising in Dams, weirs (Dam Safety Officer)	



F	Electrical Engineering	
F1	Electrical Engineering Services- High and Medium Voltage	
F1(a)	Projects with a total value of up to R100 million	
F1(b)	Projects with a total value of R100 million up to R500 million	
F1(c)	Projects with a total value of R500 million and above	
F2	Electrical Engineering Services - Low Voltage Reticulation	
F3	Electrical Engineering Services- Planning	
G	Architectural	
H	Quantity Surveying	
I	Town & Regional Planning	
J	Land Surveying	
K	Solid Waste Management Services	
L	Solid Waste Management Services – Planning	
M	Project Management	



21. RETURNABLE SCHEDULE OF SUBCONSULTANTS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following subconsultants for work in this contract.

SUBCONSULTANTS				
Category / Type	Subconsultant Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subconsultant	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subconsultant. Should any of the subconsultant not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subconsultant not listed above being approved by the Employer.



22. RETURNABLE SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

SIMILAR WORK EXPERIENCE OF THE TENDERER

Tenderer to provide information described under paragraph C2.1.1 in the Tender Data section for each required similar work experience of the tenderer per specific work category bidding for.

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--



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**FORM A-A1_SCHEDULE OF TENDERER'S EXPERIENCE:
CIVIL ENGINEERING (General)_Projects with a total value of up to R99 million**

The following is a statement of similar work successfully executed by myself / ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-A2_SCHEDULE OF TENDERER'S EXPERIENCE:
 CIVIL ENGINEERING (General)_ Projects with a total value of R100 million up to R499 million**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-A3_SCHEDULE OF TENDERER'S EXPERIENCE:
 CIVIL ENGINEERING (General)_ Projects with a total value of R500 million and above**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-B1_SCHEDULE OF TENDERER'S EXPERIENCE:
 CIVIL ENGINEERING (Specialising in Structural Engineering)_Projects with a total value of up to
 R99 million**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed

Attach additional pages if more space is required



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-B2_SCHEDULE OF TENDERER'S EXPERIENCE:
 CIVIL ENGINEERING (Specialising in Structural Engineering)_ Projects with a total value of R100 million up to R499 million**

The following is a statement of similar work successfully executed by myself/ ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed

Attach additional pages if more space is required



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-B3_SCHEDULE OF TENDERER'S EXPERIENCE:
 CIVIL ENGINEERING (Specialising in Structural Engineering)_ Projects with a total value of R500 million and above**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed

Attach additional pages if more space is required



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-C1_SCHEDULE OF TENDERER'S EXPERIENCE:
 CIVIL ENGINEERING (Specialising in Water and Wastewater)_Projects with a total value of up to
 R99 million**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed

Attach additional pages if more space is required



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



FORM A-C2_SCHEDULE OF TENDERER'S EXPERIENCE:

CIVIL ENGINEERING (Specialising in Water and Wastewater)_ Projects with a total value of R100 million up to R499 million

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed

Attach additional pages if more space is required



Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-C3_SCHEDULE OF TENDERER'S EXPERIENCE:
 CIVIL ENGINEERING (Specialising in Water and Wastewater)_ Projects with a total value of R500 million and above**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed

Attach additional pages if more space is required



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM AC4_SCHEDULE OF TENDERER'S EXPERIENCE:
 CIVIL ENGINEERING (Water and Wastewater Services)_Planning**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-D_SCHEDULE OF TENDERER'S EXPERIENCE:
 CIVIL ENGINEERING (Specialising in Transportation (incl. Traffic) Engineering)**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



FORM A-E_SCHEDULE OF TENDERER'S EXPERIENCE:

Civil Engineering specialising in Dams, weirs (Dam Safety Officer)

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-F1(a)_SCHEDULE OF TENDERER'S EXPERIENCE:
 Electrical Engineering Services- High and Medium Voltage Projects with a total value of up to
 R100 million**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed

Attach additional pages if more space is required



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



FORM A-F1(b)_SCHEDULE OF TENDERER'S EXPERIENCE:

Electrical Engineering Services- High and Medium Voltage Projects with a total value of R100 million up to R500 million

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed

Attach additional pages if more space is required



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-F1(c)_SCHEDULE OF TENDERER'S EXPERIENCE:
 Electrical Engineering Services- High and Medium Voltage_Projects with a total value of R500 million and above**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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**FORM A-F2_SCHEDULE OF TENDERER’S EXPERIENCE:
Electrical Engineering Services - Low Voltage Reticulation**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-F3_SCHEDULE OF TENDERER'S EXPERIENCE:
 Electrical Engineering Services- Planning**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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**FORM A-G_SCHEDULE OF TENDERER'S EXPERIENCE:
Architectural**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-H_SCHEDULE OF TENDERER'S EXPERIENCE:
 Quantity Surveying**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-I_SCHEDULE OF TENDERER'S EXPERIENCE:
 Town & Regional Planning**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-J_SCHEDULE OF TENDERER'S EXPERIENCE:
 Land Surveying**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-K_SCHEDULE OF TENDERER'S EXPERIENCE:
 Solid Waste Management Services**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-L_ SCHEDULE OF TENDERER’S EXPERIENCE:
 Solid Waste Management Services – Planning**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



**FORM A-M_SCHEDULE OF TENDERER'S EXPERIENCE:
 Project Management**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and contact details	Description of the project/ contract	Total Project Value	Date completed or to be completed
<i>Attach additional pages if more space is required</i>			



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23. RETURNABLE KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

Key Personnel Experience and Qualifications.

Tenderer to provide information described under paragraph C2.1.1 in the Tender Data section for each required KEY personnel per specific work category bidding for.

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--



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24. RETURNABLE SCHEDULE OF CURRICULUM VITAE OF KEY PERSONNEL

Key Personnel Experience and Qualifications.

Tenderer to provide information described under paragraph C2.1.1 in the Tender Data section for each required KEY personnel per specific work category bidding for.

Note: This form must be completed for each key personnel listed or submitted under Form B for each Work category Bidding for.

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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**FORM C-A1_CURRICULUM VITAE OF KEY PERSONNEL
CIVIL ENGINEERING (General)_Projects with a total value of up to R99 million**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
<i>Attach additional pages if more space is required</i>	



**FORM C-A2_CURRICULUM VITAE OF KEY PERSONNEL:
 Civil Engineering (General)_Projects with a total value of R100 million up to R500 million**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



FORM C-A3_CURRICULUM VITAE OF KEY PERSONNEL:

Civil Engineering (General)_Projects with a total value of R500 million and above

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



FORM C-B1_CURRICULUM VITAE OF KEY PERSONNEL:

Civil Engineering (Specialising in Structural Engineering)_Projects with a total value of up to R100 million

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
<i>Attach additional pages if more space is required</i>	



FORM C-B2_CURRICULUM VITAE OF KEY PERSONNEL:

Civil Engineering (Specialising in Structural Engineering)_Projects with a total value of R100 million up to R500 million

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
<i>Attach additional pages if more space is required</i>	



FORM C-B3_CURRICULUM VITAE OF KEY PERSONNEL:

Civil Engineering (Specialising in Structural Engineering)_Projects with a total value of R500 million and above

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
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(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
<i>Attach additional pages if more space is required</i>	



**FORM C-C1_CURRICULUM VITAE OF KEY PERSONNEL:
 Civil Engineering (Specialising in Water and Waste Water)_Projects with a total value of up to
 R100 million**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
<i>Attach additional pages if more space is required</i>	



FORM C-C2_CURRICULUM VITAE OF KEY PERSONNEL:

Civil Engineering (Specialising in Water and Waste Water)_Projects with a total value of R100 million up to R500 million

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
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Certification:	
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_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



FORM C-C3_CURRICULUM VITAE OF KEY PERSONNEL:

Civil Engineering (Specialising in Water and Waste Water)_Projects with a total value of R500 million and above

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



**FORM C-C4_CURRICULUM VITAE OF KEY PERSONNEL:
 Water and Waste Water Services - Planning**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



FORM C-D_CURRICULUM VITAE OF KEY PERSONNEL:
Civil Engineering specialising in Transportation (incl. Traffic) Engineering

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



**FORM C-E_CURRICULUM VITAE OF KEY PERSONNEL:
 Civil Engineering specialising in Dams, weirs (Dam Safety Officer)**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



**FORM C-F1_CURRICULUM VITAE OF KEY PERSONNEL:
 Electrical Engineering Services- High and Medium Voltage**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



**FORM C-F2_CURRICULUM VITAE OF KEY PERSONNEL:
 Electrical Engineering Services - Low Voltage Reticulation**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
<i>Attach additional pages if more space is required</i>	



**FORM C-F3_CURRICULUM VITAE OF KEY PERSONNEL:
 Electrical Engineering Services- Planning**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
<i>Attach additional pages if more space is required</i>	



**FORM C-G_CURRICULUM VITAE OF KEY PERSONNEL:
 Architectural**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



**FORM C-H_CURRICULUM VITAE OF KEY PERSONNEL:
 Quantity Surveying**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



**FORM C-I_CURRICULUM VITAE OF KEY PERSONNEL:
 Town & Regional Planning**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



**FORM C-J_CURRICULUM VITAE OF KEY PERSONNEL:
 Land Surveying**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



**FORM C-K_CURRICULUM VITAE OF KEY PERSONNEL:
 Solid Waste Management Services**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



**FORM C-L_CURRICULUM VITAE OF KEY PERSONNEL:
 Solid Waste Management Services – Planning**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



**FORM C-M_CURRICULUM VITAE OF KEY PERSONNEL:
 Project Management**

Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



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Name and Surname:	
Profession:	
Qualifications:	
Professional membership:	
Number of years' post registration experience:	
Name of current Employer (firm):	
Current position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records relevant to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:
Attach additional pages if more space is required	



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25. FORM OF OFFER AND ACCEPTANCE N/A

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'			
Are you/is the firm a registered VAT Vendor	YES		NO	
If "YES", please provide VAT number				

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: "Insert Tender No."**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

- 1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		



2. ACCEPTANCE

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Stellenbosch Municipality, Plein Street, Stellenbosch	
Name of witness:		Date:
Signature of witness:		



26. PRICING DATA

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'							
	YES		NO					
Are you/is the firm a registered VAT Vendor								
If "YES", please provide VAT number								

Please note the following:

1. Stellenbosch Municipality reserves the right to adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.



27. PRICING INSTRUCTIONS

PRICING INSTRUCTIONS

1. General Principles

1.1 In accordance with the Stellenbosch Municipality Cost Containment Policy, appointments shall be made on a time and cost basis that has specific start and end dates.

1.2 As relevant, all services must be priced strictly in accordance with the prescribed standardised rates determined by the relevant professional institutes or associations established in terms of legislation.

1.3 All hourly rates where applicable, must be fully inclusive of overheads, salaries, mobilisation, administration, and profit, unless otherwise specified.

1.4 Rates must be completed in non-erasable black ink.

1.4.1 Correction fluid is not permitted.

1.4.2 Errors must be crossed out in ink and initialled.

2. Alignment with Statutory Professional Fee Frameworks

2.1 For disciplines regulated by statutory councils, tendered rates **must align** with the applicable fee guidelines issued under enabling legislation. This includes:

- Engineering Council of South Africa (ECSA)
- South African Council for the Architectural Profession (SACAP)
- South African Council for the Quantity Surveying Profession (SACQSP)
- South African Council for Planners (SACPLAN)
- South African Geomatics Council (PLATO/SAGC)

2.2 Rates must correspond to the appropriate level of responsibility and category of the registered person (e.g., Pr Eng, Pr Tech Eng, Pr Arch, Pr QS, etc.).

2.3 The latest ECSA *Guidelines for Services and Processes for Estimating Fees* may be used to identify project stages and determine applicable time-based categories.

3. Application of DPSA Fee Rates (Only Where No Statutory Council Exists)

3.1 Where a consulting service is **not governed** by any statutory body, the Municipality may reference the DPSA *Guide on Hourly Fee Rates for Consultants for benchmarking and negotiation only*.

3.2 DPSA rates **may not** replace or override statutory council fee frameworks for regulated professions.

3.3 Tenderers must indicate clearly which personnel, if any, fall under non-regulated categories.

4. Pricing Format and Requirements

4.1 The tenderer must complete the Pricing Schedule using the hourly-rate structure provided.

4.2 All hourly rates are exclusive of VAT.

4.3 No escalation of rates will be permitted within a Work Assignment. Annual escalation within the Framework Agreement may be considered at the Municipality's discretion, capped at CPI/PPI.

5. Recoverable Costs and Disbursements

5.1 Recoverable costs (printing, reproduction, telephone, data, advertising, etc.) will be reimbursed based on **actual cost**, supported by original proof of expenditure.

5.2 Travelling, typing, and duplication tariffs must comply with the latest Department of Public Works (DPW) tariffs.



5.3 No additional payments will be made for:

6.3.1 Subsistence allowances

6.3.2 Travelling time or costs between the consultant's offices and the Municipality's offices

5.4 Travel costs directly related to executing an approved Work Assignment (e.g., site visits, construction monitoring) will be reimbursable.

5.5 Specialist services required during a Work Assignment (e.g., geotechnical investigations, surveys) will be payable at **actual cost plus a 10% mark-up**, provided such fees align with applicable institutional standards where they exist.

6. Local Office Requirement

6.1 All tenderers are required to establish a local office within a radius of 100km from boundaries of **Stellenbosch Municipality (WC024)** after award of individual Work Assignments.

6.2 Proof of a local office (e.g., lease agreement) must be submitted.

7. Compliance Documentation

Tenderers must submit:

- a) Proof of professional registration for all key personnel.
- b) A mapping of proposed personnel categories to statutory council categories.
- c) A declaration confirming compliance with the Cost Containment Policy.
- d) Confirmation that all submitted rates are **time-based**.
- e) For non-regulated categories, justification for applying DPSA benchmarks.

8. Basis for Evaluation and Negotiation

8.1 Rates will be evaluated for compliance with statutory frameworks, reasonableness, and alignment to the Cost Containment Policy.

8.2 The Municipality reserves the right to negotiate submitted rates in accordance with MFMA cost-containment requirements.

8.3 Failure to comply with statutory fee prescriptions may render the bid **non-responsive**.



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28. PRICING SCHEDULE

Refer to the 'Template for Request for Proposal' in Annexure A under the Scope of Works. However, please note that this requirement is not applicable this tender for inclusion on the panel.



29. SCOPE OF WORK

B3.1 EMPLOYER S OBJECTIVE

The Stellenbosch Municipality aims to strengthen its planning, design and construction-supervision capacity by appointing a panel of Professional Service Providers (PSPs) across various engineering and built-environment disciplines for a three-year period, on an as-and-when required basis. Service providers are expected to submit bids only for the disciplines in which they are professionally registered and adequately skilled. Project-specific invitations will be issued to PSPs appointed under the relevant categories, and any multi-disciplinary work will require firms that hold appointments in all the applicable fields. All subsequent allocations will follow the Municipality's Supply Chain Management Policy, supported by a focused functional evaluation based on project-specific requirements and experience.

The intention is to ensure that the Municipality has ready access to competent, appropriately experienced PSPs who can support efficient delivery of infrastructure projects across the area. Appointments will be made per discipline as outlined in the tender, enabling the Municipality to draw on the right expertise as needs arise and to maintain a consistent, quality-driven approach to project implementation.

The Municipality's objective is to appoint suitably qualified and experienced PSPs for each discipline listed in the categories in the table below:

Number	Category
A	Civil Engineering (General)
A1	Projects with a total value of up to R100 million
A2	Projects with a total value of R100 million up to R500 million
A3	Projects with a total value of R500 million and above
B	Civil Engineering (Specialising in Structural Engineering)
B1	Projects with a total value of up to R100 million
B2	Projects with a total value of R100 million up to R500 million
B3	Projects with a total value of R500 million and above
C	Civil Engineering (Specialising in Water and Wastewater)
C1	Projects with a total value of up to R100 million
C2	Projects with a total value of R100 million up to R500 million
C3	Projects with a total value of R500 million and above
C4	Water and Wastewater Services - Planning
D	Civil Engineering specialising in Transportation (incl. Traffic) Engineering
E	Civil Engineering specialising in Dams, weirs (Dam Safety Officer)
F	Electrical Engineering
F1	Electrical Engineering Services- High and Medium Voltage
F1(a)	Projects with a total value of up to R100 million
F1(b)	Projects with a total value of R100 million up to R500 million



F1(c)	Projects with a total value of R500 million and above
F2	Electrical Engineering Services - Low Voltage Reticulation
F3	Electrical Engineering Services- Planning
G	Architectural
H	Quantity Surveying
I	Town & Regional Planning
J	Land Surveying
K	Solid Waste Management Services
L	Solid Waste Management Services – Planning
M	Project Management



B3.2 DESCRIPTION OF THE WORKS

B3.2.1 Scope of Works

A. Civil Engineering (General)

Provision of professional civil engineering services across the full project lifecycle, including investigations, feasibility studies, option analyses, funding applications, planning, detailed design, contract documentation, procurement support, contract administration, construction monitoring, and project management for municipal infrastructure projects. Services may include roads, stormwater, bulk and reticulation infrastructure, public facilities, and related civil works. Preparation and updating of record drawings, asset registers, and asset management inputs. Services may be rendered for projects of varying complexity and value, subject to specific work assignments.

B. Civil Engineering (Specialising in Structural Engineering)

Provision of professional structural engineering services, including structural investigations, analysis and design, preparation of drawings and specifications, and certification of structural integrity. Services include contract administration and construction supervision for structures such as buildings, bridges, major stormwater structures, retaining walls, reservoirs, and associated infrastructure. Where applicable, services shall comply with NHBRC requirements and National Norms and Standards, including sign-off, approvals for alterations, and statutory compliance. Updating of record drawings and asset information.

C. Civil Engineering (Specialising in Water and Wastewater)

C.1 Water and Wastewater Engineering (Implementation)

Professional engineering services for water and wastewater infrastructure, including investigations, feasibility studies, option analyses, funding applications, planning and detailed design. Contract administration, construction monitoring and project management for bulk and reticulation water supply systems, sewer reticulation systems, pump stations, reservoirs, and water and wastewater treatment works, including extensions and upgrades. Services include preparation of record drawings, updating of asset registers, and support relating to Blue Drop and Green Drop compliance.

C.2 Water and Wastewater Services – Planning

Strategic planning services including system assessments, master planning, risk abatement, safety planning, development planning inputs, preparation of audit and compliance reports, asset management planning, licensing applications, and other planning-related services associated with water and wastewater infrastructure.

D. Civil Engineering (Specialising in Transportation and Traffic Engineering)

Provision of professional transportation and traffic engineering services, including investigations, feasibility studies, option analyses, funding applications, traffic surveys and audits. Services include road planning and design, traffic impact assessments, road master planning, public transport planning, preparation of Integrated Transport Plans, development of transport models, and public transport operational planning. Contract administration and construction monitoring may be included where applicable.

E. Civil Engineering (Specialising in Dams and Weirs – Dam Safety Officer)

Provision of professional engineering services related to dams and weirs, including investigations, dam safety evaluations, risk assessments, feasibility studies, rehabilitation planning, and detailed design. Services include statutory dam safety compliance, inspections, reporting, emergency preparedness planning, and acting as or supporting the role of Dam Safety Officer in accordance with relevant legislation



and guidelines. Contract administration and construction supervision for dam-related works may be included.

F. Electrical Engineering

F.1 Electrical Engineering Services – High and Medium Voltage

Professional electrical engineering services for high and medium voltage systems, including investigations, feasibility studies, planning and detailed design. Contract management, financial management, construction supervision, testing and commissioning of new and upgraded electricity distribution systems. Services include electrical protection systems, SCADA, radio communication systems, load flow studies, fault level studies, protection relay settings, and implementation of energy efficiency initiatives.

F.2 Electrical Engineering Services – Low Voltage Reticulation

Professional services for low voltage electricity distribution systems, including planning, design, contract management, construction supervision, testing and commissioning. Scope includes street lighting, building services, three-phase systems, protection systems, and related infrastructure. Specialist studies and system assessments may be included where required.

F.3 Electrical Engineering Services – Planning

Electrical infrastructure planning services including investigations, feasibility studies, option analyses, funding applications, risk abatement, safety planning, development planning inputs, preparation of audit reports, asset registers, and licensing applications.

G. Architectural Services

Provision of professional architectural services including feasibility studies, concept and detailed design, preparation of drawings and specifications, statutory approvals, and coordination with engineering disciplines. Services include contract administration, construction monitoring, and support during implementation for municipal buildings, public facilities, housing projects, and related developments. Updating of record drawings and as-built documentation.

H. Quantity Surveying Services

Provision of professional quantity surveying services including cost planning, feasibility cost estimates, preparation of bills of quantities, procurement support, tender evaluation, cost control, contract administration, valuations, financial reporting, and final accounts. Services may be rendered across the full project lifecycle for municipal infrastructure and building projects.

I. Town and Regional Planning

Provision of professional town and regional planning services including investigations, spatial analysis, development frameworks, precinct planning, land use management, policy development, statutory planning applications, and public participation processes. Services include preparation of planning reports, development applications, and advisory support to align projects with municipal and regional planning instruments.

J. Land Surveying

Provision of professional land surveying services including topographical surveys, engineering surveys, cadastral surveys, setting out, as-built surveys, and preparation of survey plans. Services support planning, design, construction, and asset management requirements for municipal infrastructure projects.

K. Solid Waste Management Services



Provision of professional services related to solid waste management infrastructure, including investigations, feasibility studies, option analyses, funding applications, master planning, planning and detailed design. Services include management and planning of transfer stations, waste drop-off facilities, landfill-related infrastructure, leachate management systems, organic waste diversion initiatives, and alternative waste beneficiation systems. Contract administration, construction supervision, asset management planning, and maintenance planning may be included.

Other: As-Built Information and Asset Data Requirements

The Consultant shall, where applicable, be required to prepare and submit accurate as-built information for all completed works in a format and spatial reference system acceptable to the Municipality. As-built data shall be provided using the LO-19 (Hartebeesthoek94) or WGS-84 projected coordinate system, or such other coordinate reference system as may be specified or acceptable to the Municipality for the specific project.

In addition, the Consultant shall, where relevant, be required to unbundle each assignment or project into its constituent assets in accordance with the applicable methodology for the purpose of updating the Municipality's Asset Management System. The method, level of detail, and technical specifications for asset unbundling may be prescribed by the Municipality and issued at the stage when such information is required, and the Consultant shall comply fully with these requirements.

B3.2.2. Limitation and Control of Scope

The appointment of a Consultant under this panel tender shall be limited strictly to the scope of services expressly defined in the specific work assignment, together with any deliverables, assumptions, exclusions, and constraints recorded therein. No services, activities, or deliverables shall be deemed included by implication, custom, prior practice, or reference to this tender document alone.

Any services falling outside the approved scope of a specific work assignment, including additional investigations, redesign, rework, variations arising from changes in client requirements, regulatory amendments, unforeseen conditions, or third-party actions, shall constitute a variation and shall only be undertaken subject to the Employer's prior written instruction and approval in accordance with the applicable contract provisions.

The Consultant shall not be obliged to commence or continue with any additional or varied services unless such services have been formally authorised in writing, including agreement on the extent of the scope, associated programme implications, and applicable remuneration.

This clause shall prevail in the event of any ambiguity or inconsistency between the general scope described in this tender and the scope defined in any specific work assignment.

B3.2.3. Limitation and Control of Scope

Error! Reference source not found.



B3.3 OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Designer shall assume responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Designer assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer 's premises shall be performed under the supervision of the construction supervisor who understands the hazards associated with any work that the Designer performs on the site in terms of Construction Regulations 2014.
3. The Designer shall appoint a Competent Person who shall be trained in any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Designer shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-consultant, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Designer as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Designer to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Designer and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer 's Machinery/plant/equipment/substance/ personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement must be presented to the Employee.

B3.4 BASIS OF PREQUALIFICATION

Refer to the Tender Data section under item C2.1.

B3.5 BASIS AND APPROACH FOR ALLOCATING WORK ASSIGNMENTS

For further information, refer to the Condition of Tender (Additional Conditions Clause C4, point 9 to 13, also repeated under Additional Conditions of Contract.

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Following admission onto the panel and Municipal approval thereof, a Municipal Project Manager or appointed official(s) will compile a Request For Proposals (RFP) document (see example below, of a typical RFP) for a specific Work Assignment, which will include, inter alia, the following:

- Introduction of the Work Assignment
- Objectives of the work assignment
- Scope of works
- Pricing schedule
- Site information
- Work Assignment or Project Specific prequalification or assessment requirements
- Technical approach plan.

Consultants on the panel (and within the approved work category), will be requested to submit the information by the specified due date. A Work Assignment or Project Specific prequalification evaluation will be carried out to ascertain whether the technical approach plan is adequate, and the resources are available to successfully complete the individual assignment. The Work Assignment or Project Specific prequalification evaluation will focus on the technical proposal, confirmation of organisational structure or project team, confirmation of project specific experience as well as adequacy and knowledge of key personnel and additional staff that are required to successfully complete project / work assignment. A typical Work Assignment or Project Specific prequalification criteria is set out below, note that the Work Assignment or Project Specific prequalification criteria for a specific work assignment may stipulate additional / differing criterion, dependant on the requirements of the specific project.

Only consultants who meets and fully satisfy the Work Assignment or Project Specific prequalification requirement will be considered for the work assignment. The consultant's preference points and pricing, as adjudicated will be taken into account for the final allocation of the work assignment. Tenderers that did not meet and satisfy the Work Assignment or Project Specific prequalification requirements will remain on the panel and will be given the opportunity to submit technical proposals or tender for subsequent Work Assignments.

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ANNEXURE A

Typical Request For Proposal (RFP)

For Attention:

REQUEST FOR TECHNICAL PROPOSAL to appointment a suitable, qualified and experienced professional service provider through bid, to undertake: **Add Project Description**

This document is an annexure to tender document **B/SM65/26 THE ESTABLISHMENT OF A MULTIDISCIPLINARY PROFESSIONAL SERVICE PROVIDERS PANEL FOR A THREE (3) YEARS TERM ENDING 30 JUNE 2029**, all terms, conditions of tender **B/SM65/26 THE ESTABLISHMENT OF A MULTIDISCIPLINARY PROFESSIONAL SERVICE PROVIDERS PANEL FOR A THREE (3) YEARS TERM ENDING 30 JUNE 2029** are applicable.

The Municipality endeavours to provide work opportunities to all qualifying and approved consultants within the relevant work category.

To enhance fairness and transparency, consultants must submit proposals for all requests for proposal for issued Work Assignments. Failure to submit a:

- proposal when requested.
- proposals by the due date.

may result in a consultant forfeiting a work opportunity. Consultant must provide detailed reasons for not submitting a proposal for each issued Work Assignment. The Municipality will evaluate the reasons provided to determine whether the reasons can be deemed valid or not.

All qualifying and approved consultants in the relevant area of Work Category in the main tender, **B/SM65/26 THE ESTABLISHMENT OF A MULTIDISCIPLINARY PROFESSIONAL SERVICE PROVIDERS PANEL FOR A THREE (3) YEARS TERM ENDING 30 JUNE 2029** have been approached to submit a Technical Proposal Document for this Work Assignment as described below.

- Work Category **Project Name**
- Estimated Project Duration:
- Project Description:

Service Providers are required to provide the information requested on this form, submit a Technical Proposal with accompanying information no later than the specified closing date. The date and time for submission of Technical Proposal is YYYY-MMM-DD at 12:00 in the tender submission box at...address

This REQUEST FOR TECHNICAL PROPOSAL document consists of the following sections:

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1. Background
2. ObjectiveS
3. Scope of Work
4. Pricing Schedule (Consultant Fees)
5. Project Timeframes/ Programme
6. Skill Transfer
7. Submission of Technical Proposal
8. Evaluation of Technical Proposal & Work Prequalification
9. Flow Chart indicating evaluation and appointment process

1. BACKGROUND

.....

2. SCOPE AND OBJECTIVE

.....

3. CONSULTANT FEES

All pricing must comply with the Pricing Instructions of the tender as relevant.

All expenses and cost, relating to pricing are as defined in tender.

Only time-based fees will be utilized, please refer to latest Guidelines for Services and Processes for detail on Engineering Staffing Categories in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000).

3.1 Time Based Fee: applicable to planning, studies, investigations and assessments as well as:

- *Inception*
- *Concept and Viability (Preliminary Design)*
- *Design Development (Detail Design)*
- *Documentation and Procurement*
- *Contract Administration and Inspection*
- *Close out*

3.2 Engineer's Staff category requirements for time based fees: Category A, B, C and D

Consultant fees

Using the table provided below consultants must provide the Municipality with time based fees as per the ECSA guidelines.

Table A: Professional fees

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Professional Staff		Category A / B Engineer	Category C Engineer	Category D Engineer	Total Cost per task
Hourly Rate					
Scope of services					
1.	<u>Planning, Studies, Investigations & Assessments</u> Carry out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies.				
2	Normal Services				
2.1	<u>Stage 1 – Inception</u> Establish client's requirements and preferences, refine user needs and options, establish the project brief including project objectives, priorities, constraints, assumption aspirations and strategies.				
2.2	<u>Stage 2 - Preliminary Design</u> Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.				
2.3	<u>Stage 3 - Detail Design</u> Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.				
2.4	<u>Stage 4 - Documentation and Procurement</u> Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.				
2.5	<u>Stage 5 - Contract Administration and Inspection</u> Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works				
2.6	<u>Stage 6 - Close out</u> Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.				
Consultant fee (excl VAT)					
VAT @ 15%					
Total Professional Fees (incl. VAT)					

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3.2 Additional Services

- Arranging for testing, specialist surveys ect. - 10% management fees of actual cost of additional service. All cost must be included in total price.
- Construction monitoring – Rate supplied by the consultant in respect of the level of construction monitoring required and Engineer Category required. / listed in the scope of works. *Municipal Project Manager to confirm engineer's category requirements and level of construction monitoring.*

Table B: Additional Services

Service Type	Estimated Hours	Hourly Rate	Total Cost
Additional service fee (exc.l VAT)			
Management fee @ 10%			
VAT @ 15%			
Additional Services (Incl.l VAT)			

3.3 Other Fees

Expenses and cost are as defined in the above mentioned regulation, with the following exceptions:

- Travelling cost will be calculated with Stellenbosch as the base.
- All tenders must establish a local offices in Stellenbosch.

Payments will not be made for the following:

- Subsistence allowances
- Travelling cost and travelling time when travelling to and from Stellenbosch
- Fixed time based fees to include all expenses of the project,

Disbursements

NB: Disbursements in the form of printing and travelling costs shall be paid according to the latest disbursement rates as published on the National Department of Public Works/Government Gazette.

Table C: Printing, Copies and Binding

Items	Pages	Rate	Total project cost
Typing and printing (A4)			
Duplication			
A3 Drawing Copies			
A1 Drawing Copies			
A0 Drawing Copies			
Total cost (excl. VAT)			
VAT @ 15%			
Total Cost (Incl. VAT)			

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Travelling cost between the Local office and the main works site is excluded. Travelling cost directly relating to the carrying out of the duties of an assigned project (i.e. travelling between work sites) will be claimable.

Table D: Traveling Expenses

Purpose	No. of Meetings	Vehicle type	Distance in km's	Total Project Cost
Design meetings				
Site Handover Meeting				
Progress meetings				
Inpections				
Total cost (exc. VAT)				
VAT @ 15%				
Total cost (Incl. VAT)				

3.4 Summary of total project cost

Type of service	Total Project Cost
1. Normal Services (Table A)	
2. Additional Services (Table B)	
3. Printing, Copies and Binding (Table C)	
4. Disbursements (Table D)	
Total Project Cost for Professional Services (excl. VAT)	
VAT @ 15%	
Total Professional Fees (incl. VAT)	

4. PROJECT TIMEFRAMES

Stages listed hereunder are subject to availability of pre-approved funding, the required municipal preliminary timeframes are as follows:

<u>Stage Description</u>	<u>Completion (month & year)</u>
1. Engineering Services	
• Planning, Studies, Investigations & Assessments
• Inception
• Concept and Viability (Preliminary Design)
• Design Development (Detail Design)
• Documentation and Procurement
• Contract Administration and Inspection
• Close out
2. Additional Services	
• Construction Monitoring

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Consultant to indicate whether these timeframes are achievable, based on available current resources: failure to adhere to timeframes requirements may result in Consultants proposal being rejected.

Yes No

5. SKILLS TRANSFER (Municipal Project Manager to complete)

5.1 Skills Transfer

Consultant together with the Municipal project manager must assess and indicate the way that skills transfer will be applied. A Skills Transfer report must be submitted, together with the Close-Out report on completion of the project.

5.2 Reason why work has to be conducted by a consultant (tick applicable box)

Specialized Work
 Capacity Constraints
 Other (specify below)

6. SUBMISSION OF TECHNICAL PROPOSAL

Consultants are required to provide the information requested on this form, including the Technical Proposal by the due date listed above.

Sealed Envelopes, with "B/SM: **Project Description**", clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day.

7. PRE-QUALIFICATION REQUIREMENT (to be amended to specific project requirements)

The Technical Proposal will be evaluated by at least three officials, including the project manager for the project.

The tenderers must fully satisfy all the prequalifications set out in below specifically for this Work Assignment.

7.1. Detail Technical Proposal

The Technical Proposal must contain the following sections:

1. Tenderer Experience
2. Technical Approach Plan

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- a) *Scope of Work*
- b) *Approach / Methodology*
- c) *Time frames & Cash Flow Projections shown in the format of the table above*
- d) *Project Deliverables*

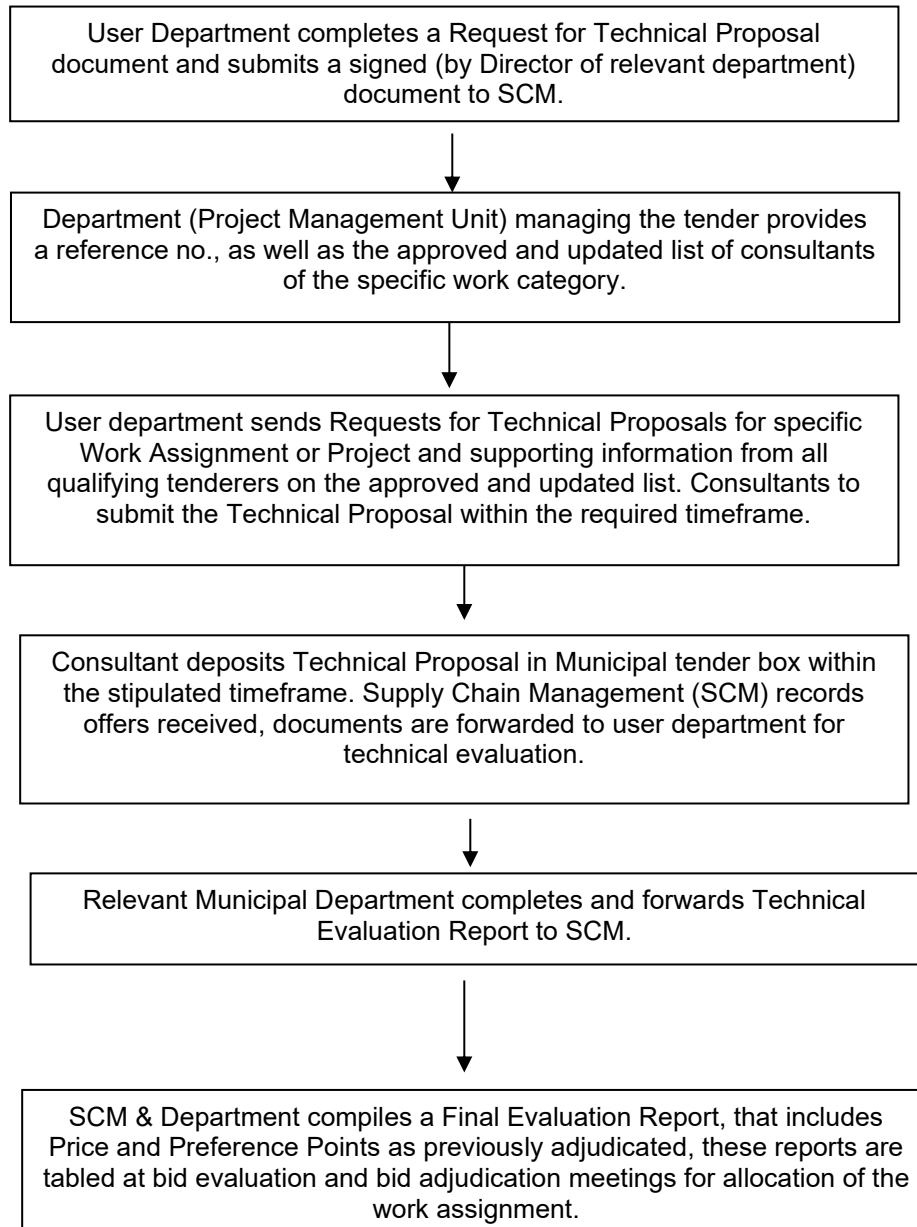
7.2. *Organization & Staffing (detail organogram indicating all assigned personnel)
additional information necessary/ required to be detailed further here.....*

7.3. *Detailed CV's of Key Personnel clearly indicating the relevant experience
 Specify qualifications
 Professional registration
 Type of experience and number of years of experience*

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FLOWCHART INDICATING EVALUATION AND ALLOCATION PROCESS



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NAME OF FIRM			



30. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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WITNESS 1		WITNESS 2	
